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PTO/SB/01 (03-01)  
Approved for use through 10/31/2002. OMB 0651-0032  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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<b>DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION (37 CFR 1.63)</b>  <input type="checkbox"/> Declaration Submitted with Initial Filing    OR <input checked="" type="checkbox"/> Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)	Attorney Docket Number	A7542.0000/P001-C
	First Named Inventor	Ginette Serrero
	<b>COMPLETE IF KNOWN</b>	
	Application Number	09/813,156
	Filing Date	March 21, 2001
	Group Art Unit	1635
	Examiner Name	Not Yet Assigned

As a below named inventor, I hereby declare that:

My residence, mailing address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

88KDA TUMORIGENIC GROWTH FACTOR AND ANTAGONISTS

(Title of the Invention)

the specification of which

☐ is attached hereto  
OR

☒ was filed on (MM/DD/YYYY) 03/21/2001 as United States Application Number or PCT International

Application No. 09/813,156 and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365 (a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

Please type a plus sign (+) inside this box 


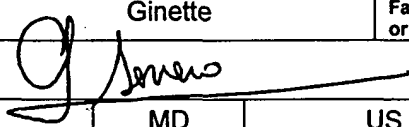
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## DECLARATION — Utility or Design Patent Application

Direct all correspondence to:		<input checked="" type="checkbox"/> Customer Number or Bar Code Label	 24998	OR <input type="checkbox"/> Correspondence address below
Name <b>DICKSTEIN, SHAPIRO, MORIN &amp; OSHINSKY LLP</b> <b>James W. Brady, Jr.</b>				
Address <b>2101 L Street, NW</b>				
City	<b>Washington</b>	State	<b>DC</b>	ZIP <b>20037-1526</b>
Country	<b>USA</b>	Telephone	<b>(202) 775-4786</b>	Fax <b>(202) 887-0689</b>
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.				
NAME OF SOLE OR FIRST INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor		
Given Name (first and middle [if any])		Ginette		Family Name or Surname
				Serrero
Inventor's Signature				Date
				9/13/01
Residence: City		State	Country	Citizenship
Ellicott City		MD	US	France
Mailing Address:	10200 Savoy Court			
City	Ellicott City	State	MD	ZIP
				21402
Country	US			
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor		
Given Name (first and middle [if any])		Family Name or Surname		
Inventor's Signature		Date		
Residence: City		State	Country	Citizenship
Mailing Address:				
City		State		ZIP
Country				
<input type="checkbox"/> Additional inventors are being named on the _____ supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.				

Please type a plus sign (+) inside this box ☐



PTO/SB/81 (02-01)

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## POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Applicati n Number	09/813,156
Filing Dat	March 21, 2001
First Named Invent r	Ginette Serrero
Title	88KDA TUMORIGENIC GROWTH FACTOR AND, etc.
Group Art Unit	1635
Examiner Name	Not Yet Assigned
Attorney Docket No.	A7542.0000/P001-C

I hereby appoint:

☐ Practitioners at Customer Number  →   
*Customer Number* *Customer Number Bar Code*

OR

☒ Practitioner(s) named below:

Name	Registration Number	Name	Registration Number
Gary M. Hoffman	26,411	Eric Oliver	35,307
Thomas J. D'Amico	28,371	Laurence E. Fisher	37,131
Donald A. Gregory	28,954	John C. Luce	34,378
James W. Brady, Jr.	32,115	William E. Powell, III	39,803
Jon D. Grossman	32,699	Gary L. Veron	39,057
Mark J. Thronson	33,082	Mialeeka C. Williams-Bibbs	48,037

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

☐ The above-mentioned Customer Number.  
OR

☐ Practitioners at Customer Number  →   
*Customer Number* *Customer Number Bar Code*

☐ Firm or Individual Name

Address

City  State  Zip

Country  Telephone  Fax

I am the:

☒ Applicant/Inventor.

☐ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

### SIGNATURE of Applicant or Assignee of Record

Name	Ginette Serrero
Signature	
Date	8/30/01

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required. See below.

☐ \*Total of 1 forms are submitted.



POWER OR ATTORNEY OR AUTHORIZATION OF AGENT (Supplemental Sheet)		Attorney Docket No.	A7542.0000/P001-C
Name	Registration Number	Nam	Registration Number
Jeremy A. Cubert	40,399		
Gianni Minutoli	41,198		
Michael Bergman	42,318		
Mark E. Strickland	45,138		
Salvatore P. Tamburo	45,153		
Peter Veytsman	45,920		
Christopher S. Chow	46,493		

**ASSET PURCHASE AGREEMENT**

**dated**

**June 7, 2000**

**between**

**Ginette Serrero, Ph.D.**

**and**

**A&G Pharmaceutical, Inc.**

## **TABLE OF CONTENTS**

<b>ARTICLE I</b>	<b>DEFINITIONS.....</b>	<b>1</b>
<b>ARTICLE II</b>	<b>PURCHASE AND SALE .....</b>	<b>2</b>
<b>ARTICLE III</b>	<b>REPRESENTATIONS AND WARRANTIES OF SELLER.....</b>	<b>4</b>
<b>ARTICLE IV</b>	<b>REPRESENTATIONS AND WARRANTIES OF BUYER .....</b>	<b>5</b>
<b>ARTICLE V</b>	<b>COVENANTS OF SELLER.....</b>	<b>6</b>
<b>ARTICLE VII</b>	<b>COVENANTS OF BOTH PARTIES .....</b>	<b>6</b>
<b>ARTICLE VIII</b>	<b>TAX MATTERS .....</b>	<b>7</b>
<b>ARTICLE XII</b>	<b>SURVIVAL; INDEMNIFICATION.....</b>	<b>8</b>
<b>ARTICLE XIV</b>	<b>MISCELLANEOUS .....</b>	<b>8</b>

## **EXHIBITS AND SCHEDULES**

Exhibit A

\*The Table of Contents is not a part of this Agreement.

## **ASSET PURCHASE AGREEMENT**

This **ASSET PURCHASE AGREEMENT** is dated as of June 7, 2000 between Ginette Serrero, Ph.D., residing at 10200 Savoy Court, Ellicott City, Maryland 21042 ("Seller"), and A&G Pharmaceutical, Inc., a Delaware corporation, having its principal address at 600 East Lombard Street, Baltimore, MD 21202 ("Buyer"), with reference to the following background:

A. Seller is a research scientist employed by the University of Maryland;

B. Buyer desires to purchase from Seller, the intellectual property rights to 88 KDa Tumorigenic Growth Factor and Related Antagonistics ("GP88"), and Seller desires to sell the intellectual property rights to GP88 to Buyer, upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE I DEFINITIONS**

1.01. **Definitions.** Defined terms used in this Agreement shall have the meanings specified in this Section 1.01, or elsewhere in this Agreement.

"Closing" means the closing of the transactions contemplated by this Agreement on the Closing Date.

"Closing Date" shall mean the date of this Agreement.

"Liens" means any mortgages, liens, encumbrances or other security interests, except for (a) liens for taxes and assessments or governmental charges or levies not at the time due; and (b) liens in respect of pledges or deposits under workers' compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmen's and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings.

"Person" means an individual, a corporation, a partnership, an association, a trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

### **ARTICLE II PURCHASE AND SALE; CLOSING**

2.01. **Purchase and Sale.** Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase, and Seller agrees to sell, transfer, assign and deliver, or

cause to be sold, transferred, assigned and delivered, to Buyer, free and clear of all Liens, the assets, properties, and rights specifically listed below owned by Seller (collectively, the "Transferred Assets"), including any continued prosecution application, divisional, or continuation of any Transferred Asset, any continuation-in-part of a Transferred Asset where the new matter in the continuation-in-part application is related to GP88 or a new use of GP88, or any reissue or reexamination or extension of any Transferred Asset and including, without limitation, all right, title and interest of Seller in, to and under:

Country	Patent Application Number
United States	08/863,079
United States	08/991,862
United States	09/456,886
United States	09/813,156
United States	09/880,842
United States	09/824,647
United States	09/824,807
Canada	2290602
Europe	98926056.7

**2.02. Consideration.** The consideration for the Transferred Assets shall be  
 (i) Three Thousand Five Hundred (3,500) shares of the common stock of Buyer (which stock was subsequently split on a 250 to 1 basis and now totals 875,000 shares) (the "Stock");  
 (ii) \$16,231.31 representing all expenses incurred by Seller in filing and prosecuting the Transferred Assets with the United States Patent and Trademark Office and the Patent Cooperation Treaty and the Canadian and the European Patent Offices; and (iii) the royalty described in Section 2.03

**2.03. Royalty Payment.** In addition to the Purchase Price, to the extent Buyer licenses, sells or conveys any Transferred Assets or any products or services covered by the claims of the Transferred Assets, it shall pay Seller a three percent (3%) royalty, to be paid on a calendar year basis, based on the total revenues received by Buyer from any product sales or any license revenues. Notwithstanding the above, for any patent applications that were filed before June 1, 2000, or that are being re-filed with an effective priority date before 6/1/2000, all licenses to such patents/applications will be royalty-free although Seller will receive from Buyer on the Closing Date reimbursement for Seller's costs associated in preparing and prosecuting such applications/patents.

**2.04. Payment of Consideration.** On the Closing Date, against delivery by Seller to Buyer of Transferred Assets, Buyer shall pay \$\_\_\_\_\_ to Seller by company check and deliver to Seller a stock certificate representing the Stock registered in the name of Seller.



**2.05. License to Seller.** Buyer hereby grants to Seller an irrevocable, perpetual, paid-up, royalty free, worldwide exclusive license ("License") under the any allowed or pending claims in the Transferred Assets and all additional rights Buyer may obtain thereto ("Intellectual Property Rights"), to use the Intellectual Property Rights and any other disclosures in the Transferred Assets solely:

(a) to practice under the Intellectual Property Rights to make and use products solely for research and education;

(b) to provide information and material covered by the Intellectual Property Rights, including tangible research property, to universities, colleges and other research or educational institutions, but only for research and educational purposes and use and not for any commercial purposes;

(c) to publish the general scientific findings from research related to the Intellectual Property Rights and tangible research property within the Licensed Field;

(d) to license the Intellectual Property Rights and tangible research property for application inside the field of research and education ("Field of Use"), with the right to grant sublicenses in the Field of Use.

**2.06. Improvements.** Seller agrees to promptly disclose to Buyer any improvement, discoveries, modifications owned by the Seller related to the Intellectual Property Rights that are not included in the Transferred Assets ("Improvements"). Seller may, but is not obligated to, offer its rights, if any, in such Improvements to Buyer and Buyer may, but is not obligated to, obtain such rights, provided that, in addition to any other provisions then agreed to by Buyer and Seller with respect thereto, the provisions of Sections 2.05 and 2.07 hereof shall apply to such Improvements as they apply to the Intellectual Property Rights. However, in the event that Seller is employed by Buyer, then all Improvements shall be considered Transferred Assets and owned by Buyer.

**2.07. No Implied Licenses.** The Transferred Assets do not include any licenses, express or by implication, of any other rights of Seller not expressly listed in Section 2.01.

**2.08. Protection of Patents.** Buyer shall use commercially reasonable efforts to apply for, obtain and maintain patents on the Intellectual Property Rights. If Seller desires that any additional patents be procured for the Intellectual Property Rights, it shall notify Buyer and Buyer shall seek to apply for, obtain and maintain such additional patents at Buyer's expense. If Buyer does not desire to commence or continue such application or maintenance, it first shall notify Seller and Seller shall have the option, but not the obligation, to continue the procurement and maintenance at its own expense in Seller's name. If Buyer acquires any additional patents or applications for patent on any of the Intellectual Property Rights, such patents and applications for patent shall be deemed to be Intellectual Property Rights for the purposes of Section 2.05 and this Section 2.07. Seller shall have the right to enforce the Intellectual Property Rights at its own expense solely in its Field of Use, and to keep all proceeds of such enforcement.

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrant to Buyer that:

3.01. **Required Consents.** Seller has all authorizations, consents and approvals to perform her obligations under this Agreement.

3.02. **Binding Nature.** This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding agreement of Seller enforceable in accordance with its terms.

3.03. **Governmental Authorization.** The execution, delivery and performance by Seller of this Agreement require no action by or in respect of, or filing with, any governmental body, agency, official or authority.

3.04. **Non-Contravention.** The execution, delivery and performance by Seller of this Agreement do not and will not (i) contravene or conflict with the any agreement binding upon Seller or her assets, (ii) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to Seller; (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of any person or to a loss of any benefit relating to the Transferred Assets to which Seller is entitled under any provision of any agreement, contract or other instrument binding upon Seller or by which any of the Transferred Assets is or may be bound or (iv) result in the creation or imposition of any lien, security interest, charge, claim, encumbrance or right of any third party (collectively, "Liens") on any Transferred Asset.

3.05. **Title to the Transferred Assets.** Upon consummation of the transactions contemplated hereby, Buyer will have acquired good and marketable title in and to, each of the Transferred Assets, free and clear of all Liens.

3.06 **Litigation.** There is no action, claim, suit, investigation or proceeding (or any basis therefor) pending against, or to the knowledge of Seller, threatened against or affecting, the Transferred Assets before any court or arbitrator or any governmental body, agency or official. Seller is not subject to any judgment, decree, injunction, rule or order of any court or governmental body, agency or official that in any way affects the Transferred Assets.

3.07 **Compliance with Laws.** Seller is not in violation of and has not violated in any respect, and to Seller's knowledge is not under investigation with respect to or has not been threatened to be charged with or given notice of any violation of, any law, rule, ordinance or regulation, or judgment, order or decree entered by any court, arbitrator or governmental authority, domestic or foreign, applicable to the Transferred Assets.

3.08 **Intellectual Property.** The Intellectual Property Rights are not subject to any license (royalty bearing or royalty free) and are not subject to any other arrangement requiring any payment to any person or the obligation to grant rights to any person in exchange. The validity of the Intellectual Property Rights and title thereto (i) have not been questioned in

any prior action, suit, investigation or proceeding; (ii) are not being questioned in any pending action, suit, investigation or proceeding; and (iii) to the knowledge of Seller, are not the subject(s) of any threatened or proposed action, suit, investigation or proceeding. To the knowledge of Seller, there are no third parties using any of the Intellectual Property Rights.

**3.09 Finders' Fees.** There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Seller who might be entitled to any fee or commission from Buyer or any of its Affiliates upon consummation of the transactions contemplated by this Agreement.

**3.10 Representations.** The representations and warranties of Seller contained in this Agreement are true and correct. Neither Seller nor any her representatives or agents is making any representation or warranty whatsoever, oral or written, express or implied, other than those set forth in this Agreement, and Buyer is not relying on any statement, representation or warranty, oral or written, express or implied, made by Seller or Seller's representatives or agents, except for the representations and warranties set forth in this Agreement. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, (A) SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR REPRESENTATION AS TO THE CONDITION, MERCHANTABILITY OR SUITABILITY AS TO ANY OF THE TRANSFERRED ASSETS AND (B) IT IS UNDERSTOOD THAT BUYER TAKES THE TRANSFERRED ASSETS "AS IS" AND "WHERE IS."

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller that:

**4.01. Organization and Existence.** Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

**4.02. Corporate Authorization.** The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby are within the corporate powers of Buyer and have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms.

**4.03. Governmental Authorization.** The execution, delivery and performance by Buyer of this Agreement require no action by or in respect of, or filing with, any governmental body, agency, official or authority.

**4.04. Non-Contravention.** The execution, delivery and performance by Buyer of this Agreement do not and will not (i) contravene or conflict with the certificate of incorporation or bylaws of Buyer or (ii) contravene or conflict with any provision of any law, regulation, judgment, injunction, order or decree binding upon Buyer in such a manner as to materially impair Buyer's ability to consummate the transactions contemplated by this Agreement.

4.05. **Stock.** The Stock is duly authorized, validly issued and upon closing the transactions contemplated by this Agreement will be fully paid. The Stock is free and clear of all Liens created by Buyer.

## **ARTICLE V COVENANTS OF SELLER**

### **5.01. Confidential Information.**

(a) Seller agrees that, except as contemplated by Section 2.05, it shall not disclose, publish or make use of Confidential Information without the prior written consent of Buyer.

(b) As used in this Section 5.01, "Confidential Information" shall mean any data or information of the Transferred Assets which is not generally known to competitors.

(c) If any provision contained in this Section shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Section, but this Section shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. It is the intention of the parties that if any of the restrictions or covenants contained herein is held to cover a geographic area or to be for a length of time which is not permitted by applicable law, or in any way construed to be too broad or to any extent invalid, such provision shall not be construed to be null, void and of no effect, but to the extent such provision would be valid or enforceable under applicable law, a court of competent jurisdiction shall construe and interpret or reform this Section to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained herein) as shall be valid and enforceable under such applicable law. Seller acknowledges that Buyer would be irreparably harmed by any breach of this Section and that there would be no adequate remedy at law or in damages to compensate Buyer for any such breach. Seller agrees that Buyer shall be entitled to injunctive relief requiring specific performance by Seller of this Section, and Seller agrees not to assert any claim that Buyer has, or may in the future have, an adequate remedy at law. .

## **ARTICLE VI COVENANTS OF BOTH PARTIES**

The parties hereto agree that:

6.01. **Further Assurances.** (a) Subject to the terms and conditions of this Agreement, each party will use its reasonable efforts to (i) take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement as promptly as practicable, (ii) obtain expeditiously from any governmental authorities any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained or made by Buyer or Seller in connection with the authorization, execution and delivery of this Agreement and the

consummation of the transactions contemplated by this Agreement, and (iii) as promptly as practicable, make all necessary filings and thereafter make any other required submissions, with respect to this Agreement and the transactions contemplated hereby required under applicable law; *provided* that Buyer and Seller shall cooperate with each other in connection with the making of all such filings, including providing copies of all such documents to the non-filing party and its advisors prior to filing.

(b) Buyer and Seller shall furnish to each other all information required for any application or other filing to be made pursuant to the rules and regulations of any applicable law in connection with consummation of the transactions contemplated by this Agreement.

(c) (i) Each of Buyer and Seller shall give any notices to third parties and use their reasonable efforts (including, without limitation, cooperating to the fullest extent reasonably practicable with the efforts of the other party to this Agreement) to obtain any third party consents necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

(d) In the event that Buyer or Seller shall fail to obtain any third party consent described in subsection (c)(i) above, it shall use its best efforts, and shall take any such actions reasonably requested by the other party, to minimize any adverse effect upon Buyer or Seller and Buyer's business resulting, or which could reasonably be expected to result after the Closing Date, from the failure to obtain such consent.

## **ARTICLE VII TAX MATTERS**

7.01. **Tax Matters.** The parties agree that Buyer shall be responsible for all transfer, recordation and sales taxes, notarial fees and taxes and the like, if any, arising out of the transactions contemplated by this Agreement.

## **ARTICLE VIII SURVIVAL; LIMITATION OF LIABILITY**

8.01. **Survival.** The representations and warranties of the parties contained in this Agreement or in any certificate or other writing delivered pursuant to this Agreement shall survive for a period of one year from the Closing Date.

8.02. **Limitation on Liability.** The sole recourse and exclusive remedy of Buyer and Seller against each other arising out of this Agreement, or any certificate delivered in connection with this Agreement, or otherwise arising from Buyer's acquisition of the Transferred Assets, shall be to assert a claim, such claim not exceeding the value of the Consideration.

## ARTICLE IX MISCELLANEOUS

9.01. **Notices.** All notices, requests and other communications to any party hereunder shall be in writing signed by or on behalf of the party making the same, and will be delivered personally or by telecopy transmission or sent by registered or certified mail (return receipt requested) or by any national overnight courier service and shall be given,

if to Seller, to:           Ginette Serrero  
                                  10200 Savoy Court  
                                  Ellicott City, Maryland 21042

if to Buyer, to:           A&G Pharmaceutical, Inc.  
                                  600 East Lombard Street, Suite 509  
                                  Baltimore, Maryland 21202

with a copy to:           Dickstein Shapiro Morin & Oshinsky LLP  
                                  2101 L Street, NW  
                                  Washington, DC 20037  
                                  Attn: Jon D. Grossman, Esq.

or to such other address or telecopy number and with such other copies, as such party may hereafter specify for the purpose by notice to the other parties. Each such notice, request or other communication shall be effective (i) if given by telecopy, when such telecopy is transmitted to the telecopy number specified in this Section and evidence of receipt is received or (ii) if given by any other means, upon delivery or refusal of delivery at the address specified in this Section.

### 9.02. **Amendments; No Waivers.**

(a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Buyer and Seller, or in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.03. **Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

9.04. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto except that

Buyer may transfer or assign this Agreement, in whole or in part, to one or more of its subsidiaries and affiliated companies.

9.05. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (without regard to its conflicts of law rules).

9.06. **Counterparts; Effectiveness.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

9.07. **Entire Agreement.** This Agreement, including the Exhibits and Schedules hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. No other representation, inducement, promises, understanding, condition or warranty not set forth herein has been made or relied upon by either party hereto. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

9.08. **Dispute Resolution.** (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the validity, interpretation, breach or termination of this Agreement, including claims seeking redress or asserting rights under applicable law (a "Dispute"), shall be resolved in accordance with the procedures set forth in this Section 9.08. Until completion of such procedures, no party may take any action to force a resolution of a Dispute by any judicial or similar process, except to the limited extent necessary to (i) avoid expiration of a claim that might eventually be permitted by this Agreement or (ii) obtain interim relief, including injunctive relief, to preserve the status quo or prevent irreparable harm.

(b) Any party seeking resolution of a Dispute shall first submit the Dispute for resolution by mediation pursuant to the Center for Public Resources Model Procedure for Mediation of Business Disputes as then in effect. Mediation will continue for at least 60 days unless the mediator chooses to withdraw sooner.

(c) All communications between the parties or their representatives in connection with the attempted resolution of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from discovery and production and shall not be admissible in evidence (whether as an admission or otherwise) in any proceeding for the resolution of the Dispute.

(d) If a Dispute is not resolved by mediation undertaken pursuant to paragraph (c), then any party may take action to force resolution of the Dispute by judicial process. Any suit, action or proceeding seeking to resolve any Dispute may be brought against any other party either in the state court sitting in the City of Baltimore, Maryland or the United States District Court for Maryland, and each of the parties hereby consents to the exclusive jurisdiction of such court (and of the appropriate appellate courts) in any such suit, action or proceeding and waives

any objection to venue laid in such court. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party at the address referred to in Section 9.08, together with notice of such service to such party, shall be deemed effective service of process upon such party.

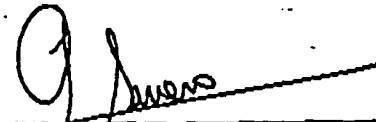
9.09. **Captions**. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

9.10. **Conflicts**. The Schedules and Exhibits to this Agreement are hereby incorporated into this Agreement and are hereby made a part of this Agreement as if set out in full in this Agreement. In the event of a conflict between any term of this Agreement and information contained in the Schedules or Exhibits to this Agreement, the terms included in this Agreement shall govern.

[Remainder of this page intentionally left blank.]



IN WITNESS HEREOF, the parties have duly executed, or caused this Agreement to be duly executed, by its authorized officer on the day and year first above written.

By:   
Ginette Serrero

A&G Pharmaceutical, Inc.

By:   
Name: Le Sun  
Title: President

**SCHEDULE A**

<b>Country</b>	<b>Patent Application Number</b>
United States	08/863,079
United States	08/991,862
United States	09/456,886
United States	09/813,156
United States	09/880,842
Unites States	09/824,647
United States	09/824,807
Canada	2290602
Europe	98926056.7